



Wolf Greenfield

SPECIALISTS IN INTELLECTUAL PROPERTY LAW

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F A X C O V E R

Date: October 14, 2004 **Number of pages (Including cover):** 55

To: U.S. Patent and Trademark Office
Attention: Art Unit 3700

Fax No.: 703 872 9306

Serial No.: Multiple Application Nos. – see attached Schedule A

From: Walt Norfleet

Direct dial: 617.646.8205

Our File #: Various Matters related to D0188.90621US00

CERTIFICATE OF FACSIMILE TRANSMISSION 37 C.F.R. §1.8(a)

The undersigned hereby certifies that this document is being transmitted via facsimile to Public Records, FAX number 703 308 5257, at the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, in accordance with 37 C.F.R. §1.6(d), on the _____ day of October, 2004.

Rita A. LeBlanc

ORIGINAL DOCUMENTS WILL NOT BE MAILED.

MESSAGE: Please update PTO records for each of Application Nos. 10/014,991; 10/051,322; 10/141,692; 10/202,530; 10/243,556; 10/352,600; 10/378,809; 10/396,927; 10/440,805; 10/441,652; 10/667,845; 10/681,628; 10/737,197; 10/760,634; 10/764,837; 10/848,512; 10/897,975 to reflect representation by practitioners affiliated with Customer Number 23628, and change the correspondence address to that associated with Customer Number 23628, as authorized by the accompanying documents.

This transmission contains confidential information intended for use only by the above-named recipient. Reading, discussing, distributing, or copying this message by anyone other than the named recipient, or his or her employees or agents, is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone (collect), and return the original message to us at the address below via the U.S. Postal Service.

IF YOU DID NOT RECEIVE ALL OF THE PAGES OF THIS TRANSMISSION, OR IF ANY OF THE PAGES ARE

Wolf Greenfield Fax Number: 617.646.8646

Wolf, Greenfield & Sacks, P.C. | 600 Atlantic Avenue | Boston, Massachusetts 02210-2206
 617.646.8000 | fax 617.646.8646 | www.wolfgreenfield.com

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Director of Patents
P.O. Box 1450
Alexandria VA 22313-1450

**NEW POWER OF ATTORNEY AND
CHANGE OF CORRESPONDENCE ADDRESS**

Sir:

DVL Acquisition Sub, Inc., Assignee of the entire right, title and interest for all of the patents and patent applications identified in the attached Schedule A, hereby revokes all previous powers of attorney or authorizations of agent given in the identified patents and patent applications and in any divisional, continuing, substitute, renewal or reissue applications thereof, and appoints all practitioners affiliated with Customer Number:

23628

as Assignee's attorneys or agents with full power of substitution to take any and all action necessary with regard to the identified patents and patent applications, and with regard to any divisional, continuing, substitute, renewal or reissue applications thereof.

Direct all correspondence to the above mentioned customer number.

Address all telephone calls to Jason M. Honeyman at 617-646-8000.

CERTIFICATION UNDER 37 C.F.R. 3.73 (b)

DVL Acquisition Sub, Inc., a corporation, certifies that it is the Assignee of the entire right, title and interest for all of the patents and patent applications identified in the attached Schedule A by virtue of a chain of title from the inventors of each of the patents and patent applications identified in Schedule A to Onux Medical, Inc., as shown in the corresponding column of Schedule A, and then from Onux Medical Inc. to the current Assignee as shown by the document recorded in the U.S. Patent and Trademark Office at reel 015065 and frame 0851.

I, the undersigned, hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

823640.1

Please use corresponding Attorney's Docket Number in attached Schedule A on all future correspondence in connection with the identified patents and patent applications.

Respectfully submitted,

Date:

12/1/04



Name: Brian P. Kelly

Title: President

Schedule A

3 of 4

New Docket #	Application #	Filing Date	Patent # (where applicable)	Inventors	Assignment from Inventors to Onux Medical, Inc. may be found at:
D0188.70162US00	09/368,273	09/03/99	6332889	Sancoff Field Fogg	Reel: 010352, Frame: 0033
D0188.70161US01	09/488,305	02/01/00		Sancoff Field Fogg	Reel: 011275, Frame: 0948
D0188.70164US01	09/705,997	11/03/00	6682540	Sancoff Rice Field	Reel: 011749, Frame: 0298
D0188.70163US01	09/708,471	11/03/00	6383208	Sancoff Field	Reel: 011748, Frame: 0054
D0188.70165US01	09/708,472	11/03/00	6679895	Sancoff Field	Reel: 011747, Frame: 0528
D0188.70168US01	09/818,300	03/27/01	6527785	Sancoff Field Fogg Guyer Rice	Reel: 012812, Frame: 0505
D0188.70182US01	10/014,591	12/11/01		Sancoff Field Fogg	Reel: 010352, Frame: 0033 (assigned via parent application serial no.: 09/368273)
D0188.70170US01	10/039,601	10/19/01	6663643	Field Fogg Sancoff	Reel: 014810, Frame: 0049 Reel: 014509, Frame: 0802
D0188.70172US01	10/046,344	10/19/01	6740099	Doyle Rice Fogg	Appendix IV, attached
D0188.70169US01	10/046,453	10/19/01	6767352	Sancoff Field	Appendix III, attached
D0188.70166US01	10/051,322	01/18/02		Field Doyle Leplage Frangolits	Appendix I, attached
D0188.70173US01	10/082,810	10/19/01	6511488	Field Fogg Sancoff	Reel: 013802, Frame: 0241
D0188.70163US02	10/141,892	05/07/02		Sancoff Field	Reel: 011748, Frame: 0054 (assigned via parent application serial no.: 09/705471)
D0188.70167US01	10/202,630	07/23/02		Sancoff Fogg Field	Appendix II, attached
D0188.70174US01	10/243,556	09/13/02		Sancoff Field Fogg Dicarlo	Appendix V, attached
D0188.70173US02	10/352,600	01/28/03		Field Fogg Sancoff	Reel: 013802, Frame: 0241, (assigned via parent application serial no.: 10/082510)
D0188.70188US02	10/378,805	03/04/03		Sancoff Field Fogg	Reel: 012812, Frame: 0505 (assigned via parent application serial no. 09/818300)

Schedule A

4 of 4

New Docket #	Application #	Filing Date	Patent # (where applicable)	Inventors	Assignment from Inventors to Onux Medical, Inc. may be found at:
D0188.70175US01	10/398,927	03/25/03		Field Fogg Sancoff	Appendix VI, attached
D0188.70185US00	10/440,805	05/19/03		Sancoff Fogg Field DiCarlo	Appendix X, attached
D0188.70179US00	10/441,652	05/19/03		Sancoff DiCarlo Field Fogg Pugsley	Appendix IX, attached
D0188.70176US02	10/687,845	09/22/03		Sancoff Robertson Field	Appendix VIII, attached
D0188.70177US01	10/681,626	10/08/03		Leinang	Appendix VII, attached
D0188.70170US02	10/737,197	12/18/03		Field Fogg Sancoff	Reel: 014810, Frame: 0049 Reel: 014909, Frame: 0902 (assigned via parent application serial no.: 10/039601)
D0188.70188US02	10/760,834	01/20/04		Sancoff Field	Reel: 011747, Frame: 0526 (assigned via parent application serial no. 09/706472)
D0188.70164US02	10/764,837	01/28/04		Sancoff Rice Field	Reel: 011749, Frame: 0296 (assigned via parent application serial no.: 09/705997)
D0188.70172US02	10/848,512	05/18/04		Doyle Rice Fogg	Appendix IV, attached (assigned via parent application serial no.: 10/046344)
D0188.70189US02	10/887,975	07/23/04		Sancoff Field	Appendix III, attached (assigned via parent application serial no. 10/048463)
D0188.70181US02	10/919,792	08/17/04		Sancoff Field Fogg	Reel: 011275, Frame: 0948, (assigned via parent application serial no.: 09/498305)

APPENDIX I

ASSIGNMENT

We, Frederic P. Field, Mark Doyle, Albert A. LePlage, Jr. and Todd W. Frangolis, residing respectively at 5 Woodland Road, North Hampton, New Hampshire 03862, 4804 50th Street, San Diego, California 92115, 60 Oak Ridge Road, Weare, New Hampshire 03281 and 2 Colonial Circle, Hampton, New Hampshire 03842, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/051,322, filed 01/18/2002), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional,

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470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-13

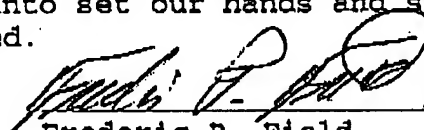
-2-

continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

 12-15-03
Frederic P. Field

Mark Doyle

Albert A. LePlage, Jr.

Todd W. Frangolis

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-13

-3-

State of New Hampshire)
County of Rockingham) ss.

Before me this 15th day of December, 2003,
personally appeared Frederic P. Field, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

M. Mandamin
NOTARY PUBLIC

My commission expires: April 18, 2016

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Mark Doyle, who is to me personally known,
and acknowledged the foregoing instrument to be his/her free act
and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Albert A. LePlage, Jr., who is to me
personally known, and acknowledged the foregoing instrument to
be his/her free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

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-4-

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Todd W. Frangolis, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

KT/ONUX13.ASN

Pandiselo & Pandiselo, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

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APPENDIX I
ASSIGNMENT

We, Frederic P. Field, Mark Doyle, Albert A. LePlage, Jr. and Todd W. Frangolis, residing respectively at 5 Woodland Road, North Hampton, New Hampshire 03862, 4804 50th Street, San Diego, California 92115, 60 Oak Ridge Road, Weare, New Hampshire 03281 and 2 Colonial Circle, Hampton, New Hampshire 03842, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/051,322, filed 01/18/2002), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation, any power of attorney, assignment, original, divisional,

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Warham, MA 02451
Tel. (781) 290 0060

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continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee,

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

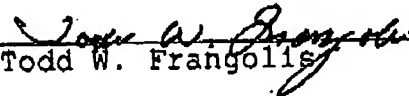
IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Frederic P. Field

Mark Doyle

 6/29/04

Albert A. LePlage, Jr.

 6/29/04

Todd W. Frangolias

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-13

-3-

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Frederic P. Field, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Mark Doyle, who is to me personally known,
and acknowledged the foregoing instrument to be his/her free act
and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of New Hampshire)
County of Hillsborough) ss.

Before me this 29th day of June, 2004,
personally appeared Albert A. LePlage, Jr., who is to me
personally known, and acknowledged the foregoing instrument to
be his/her free act and deed.

SEAL

Robert Golob
NOTARY PUBLIC

My commission expires: April 17, 2009

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-13

-4-

State of Massachusetts)
County of Essex) ss.

Before me this 29th day of June, 2004,
personally appeared Todd W. Frangolis, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Ustye Tolala
NOTARY PUBLIC

My commission expires: April 17, 2009

KT/ONUX13.ASN

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-13

APPENDIX I

ASSIGNMENT

We, Frederic P. Field, Mark Doyle, Albert A. LePlage, Jr. and Todd W. Frangolis, residing respectively at 5 Woodland Road, North Hampton, New Hampshire 03862, 4804 50th Street, San Diego, California 92115, 60 Oak Ridge Road, Weare, New Hampshire 03281 and 2 Colonial Circle, Hampton, New Hampshire 03842, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/051,322, filed 01/18/2002), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional,

Pandisco & Pandisco, P.C.
470 Totten Pond Road
Waltham, MA 02461
Tel. (781) 290 0080

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continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Frederic P. Field

Mark Doyle
Mark Doyle

Albert A. LePlage, Jr.

Todd W. Frangolis

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

GNUX-13

-3-

State of _____)
 County of _____) ss.

Before me this _____ day of _____, 2003,
 personally appeared Frederic P. Field, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

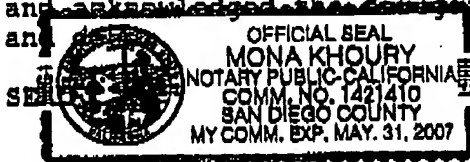
SEAL

NOTARY PUBLIC

My commission expires: _____

State of California)
 County of San Diego) ss.

Before me this 6th day of July, 2004,
 personally appeared Mark Doyle, who is to me personally known,
 and acknowledged the foregoing instrument to be his/her free act
 and deed.

_____
NOTARY PUBLICMy commission expires: May 31st 2007

State of _____)
 County of _____) ss.

Before me this _____ day of _____, 2003,
 personally appeared Albert A. LePlage, Jr., who is to me
 personally known, and acknowledged the foregoing instrument to
 be his/her free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

Pandisco & Pandisco, P.C.
 470 Totten Pond Road
 Waltham, MA 02451
 Tel. (781) 290 0060

ONUX-13

-4-

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Todd W. Frangolis, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed..

SEAL

NOTARY PUBLIC

My commission expires: _____

PT/ONU13.ASN

Pandisco & Pandisco, P.C.
400 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONU-13

APPENDIX II

ASSIGNMENT

We, Gregory E. Sancoff, Douglas A. Fogg and Frederic P. Field, residing respectively at 120 Mill Road, North Hampton, NH 03862, 15 South Pleasant Street, Merrimac, MA 01860 and 5 Woodland Road, North Hampton, NH 03862, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/202,530, filed 07/23/2002), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

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470 Totten Pond Road
Waltham, MA 02461
Tel. (781) 280 0060

ONUX-14

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patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;


And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

 12-9-03
Gregory B. Sance

 1-6-04
Douglas A. Fogg

 12-15-03
Frederic P. Field

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

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State of New Hampshire)
County of Rockingham) ss.

Before me this 9th day of December, 2003,
personally appeared Gregory E. Sancoff, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Mam/amin
NOTARY PUBLIC

My commission expires: April 18, 2010

State of Massachusetts)
County of Essex) ss.

Before me this 6th day of January, 2004,
personally appeared Douglas A. Fogg, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Mam/amin
NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
County of Rockingham) ss.

Before me this 15th day of December, 2003,
personally appeared Frederic P. Field, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Mam/amin
NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX14.ASN

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-14

APPENDIX III

ASSIGNMENT

We, Frederic P. Field and Gregory E. Sancoff, residing respectively at 5 Woodland Road, North Hampton, NH 03862 and 120 Mill Road, North Hampton, NH 03862, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/046,453, filed 10/19/2001), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

Pandisolo & Pandisolo, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-18

patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions; application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

 12-15-03
Frederic P. Field

 12-9-03
Gregory E. Sencoff

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-18

-3-

State of New Hampshire)
 County of Rockingham) ss.

Before me this 15th day of December, 2003,
 personally appeared Frederic P. Field, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. Larkin
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
 County of Rockingham) ss.

Before me this 9th day of December, 2003,
 personally appeared Gregory E. Sancoff, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. Larkin
 NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX16.ASN

Pandiscio & Pandiscio, P.C.
 470 Totten Pond Road
 Waltham, MA 02461
 Tel. (781) 290 0080

ONUX-16

APPENDIX IV

ASSIGNMENT

We, Mark Doyle, John T. Rice and Douglas A. Fogg, residing respectively at 4804 50th Street, San Diego, CA 92115, 31 Red Rail Farm Lane, Lincoln, MA 01773 and 15 South Pleasant Street, Merrimac, MA 01860, having invented improvements in SURGICAL TOOL FOR TRIMMING WIRE STRANDS and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/046,344, filed 10/19/2001), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-19

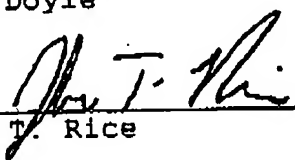
-2-

patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Mark Doyle

John T. Rice

Douglas A. Fogg

Pandislo & Pandislo, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-19

-3-

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Mark Doyle, who is to me personally known,
and acknowledged the foregoing instrument to be his/her free act
and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of Middlesex)
County of Massachusetts) ss.

Before me this 30th day of June, 2004,
personally appeared John T. Rice, who is to me personally known,
and acknowledged the foregoing instrument to be his/her free act
and deed.

SEAL

Ushara Tolala
NOTARY PUBLIC

My commission expires: April 17, 2009

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Douglas A. Fogg, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

DP/ONUX19.ABN

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-19

APPENDIX IV

ASSIGNMENT

We, Mark Doyle, John T. Rice and Douglas A. Fogg, residing respectively at 4804 50th Street, San Diego, CA 92115, 31 Red Rail Farm Lane, Lincoln, MA 01773 and 15 South Pleasant Street, Merrimac, MA 01860, having invented improvements in SURGICAL TOOL FOR TRIMMING WIRE STRANDS and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/046,344, filed 10/19/2001), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

Pandisolo & Pandisolo, P.C.
410 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-19

-2-

patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Mark Doyle
Mark Doyle

John T. Rice

Douglas A. Fogg

Pivotal & Pivotal, P.C.
410 Totten Pond Road
Waltham, MA 02451
Tel (781) 290 0080

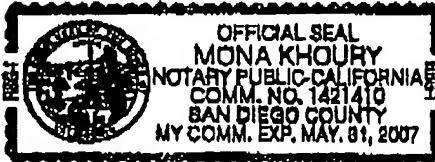
ONLX-19

-3-

State of California
 County of San Diego ss.

Before me this 6th day of July, 2003, 2004
 personally appeared Mark Doyle, who is to me personally known,
 and acknowledged the foregoing instrument to be his/her free act
 and deed.

SEAL



Mona Khoury
 NOTARY PUBLIC

My commission expires: May 31st 2007

State of _____
 County of _____ ss.

Before me this _____ day of _____, 2003,
 personally appeared John T. Rice, who is to me personally known,
 and acknowledged the foregoing instrument to be his/her free act
 and deed.

SEAL

 NOTARY PUBLIC

My commission expires: _____

State of _____
 County of _____ ss.

Before me this _____ day of _____, 2003,
 personally appeared Douglas A. Fogg, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

 NOTARY PUBLIC

My commission expires: _____

DE/ONUX19.ABN

Pandisco & Pandisco, P.C.
 470 Totten Pond Road
 Waltham, MA 02461
 Tel. (781) 290 0060

ONUX-19

APPENDIX IV

ASSIGNMENT

We, Mark Doyle, John T. Rice and Douglas A. Fogg, residing respectively at 4804 50th Street, San Diego, CA 92115, 31 Red Rail Farm Lane, Lincoln, MA 01773 and 15 South Pleasant Street, Merrimac, MA 01860, having invented improvements in SURGICAL TOOL FOR TRIMMING WIRE STRANDS and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/046,344, filed 10/19/2001), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-19

patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Mark Doyle

John T. Rice


Douglas A. Fogg

Pandisco & Pandisco, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-19

-3-

State of _____)
 County of _____) ss.

Before me this _____ day of _____, 2003,
 personally appeared Mark Doyle, who is to me personally known,
 and acknowledged the foregoing instrument to be his/her free act
 and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of _____)
 County of _____) ss.

Before me this _____ day of _____, 2003,
 personally appeared John T. Rice, who is to me personally known,
 and acknowledged the foregoing instrument to be his/her free act
 and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of Massachusetts)
 County of Essex) ss.

Before me this 6th day of January, ²⁰⁰⁴~~2003~~,
 personally appeared Douglas A. Fogg, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

not
1/6/04

SEAL

M. M. M. M. M.
NOTARY PUBLICMy commission expires: April 18, 2010

DP/ONUX19.ASN

Pandicco & Pandicco, P.C.
 470 Totten Pond Road
 Waltham, MA 02451
 Tel. (781) 280 0060

ONUX-19

APPENDIX V

ASSIGNMENT

We, Gregory E. Sancoff, Frederic P. Field, Douglas A. Fogg and Joseph A. DiCarlo, residing respectively at 120 Mill Road, North Hampton, NH 03862, 5 Woodland Road, North Hampton, NH 03862, 15 South Pleasant Street, Merrimac, MA 01860 and 2 Litchfield Road, Londonderry, NH 03053, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/243,556, filed 09/13/2002), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional,

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02461
Tel. (781) 290 0080

ONUX-30

-2-

continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

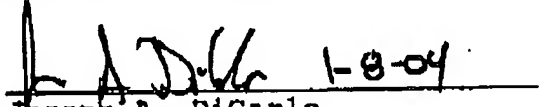
And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

 12-9-03
Gregory B. Sencoff

 12-15-03
Frederic P. Field

 1-6-04
Douglas A. Fogg

 1-8-04
Joseph A. DiCarlo

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-30

-3-

State of New Hampshire)
 County of Rockingham) ss.

Before me this 9th day of December, 2003,
 personally appeared Gregory E. Sancoff, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
 County of Rockingham) ss.

Before me this 15th day of December, 2003,
 personally appeared Frederic P. Field, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of Massachusetts)
 County of Essex) ss.

Before me this 6th day of January, 2004,
 personally appeared Douglas A. Fogg, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

Pandiscio & Pandiscio, P.C.
 470 Totten Pond Road
 Waltham, MA 02451
 Tel. (781) 290 0060

ONUX-30

-4-

State of New Hampshire)
County of Rockingham) ss.

Before me this 8th day of January, 2004,
personally appeared Joseph A. DiCarlo, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Mary Landrum
NOTARY PUBLIC

My commission expires: April 18, 2010

DP/ONUX30.ASN

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-30

APPENDIX VI

ASSIGNMENT

We, Frederic P. Field, Douglas A. Fogg and Gregory E. Sencoff, residing respectively at 5 Woodland Road, North Hampton, NH 03862, 15 South Pleasant Street, Merrimac, MA 01860 and 120 Mill Road, North Hampton, NH 03862, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/396,927, filed 03/25/2003), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-31

-2-

patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

 12-15-03
Frederic P. Field

 1-6-04
Douglas A. Fogg

 12-9-03
Gregory B. Santer

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-31

-3-

State of New Hampshire)
 County of Rockingham) ss.

Before me this 15th day of December, 2003,
 personally appeared Frederic P. Field, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of Massachusetts)
 County of Essex) ss.

Before me this 6th day of January, 2004,
 personally appeared Douglas A. Fogg, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
 County of Rockingham) ss.

Before me this 9th day of December, 2003,
 personally appeared Gregory E. Sencoff, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX31.A6N

Pandiscio & Pandiscio, P.C.
 470 Totten Pond Road
 Waltham, MA 02451
 Tel. (781) 290 0080

ONUX-31

APPENDIX VII

ASSIGNMENT

I, Karl Leinsing, residing at 3 Playhouse Circle, Hampton, NH 03842, having invented improvements in SURGICAL FASTENER AND DELIVERY SYSTEM and having executed an application for United States patent describing the same and based thereon (and I hereby authorize my attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/681,626, filed 10/08/2003), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee my entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration I do also hereby sell, assign and transfer unto the Assignee all my rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and I do hereby authorize the Assignee to apply in my name or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration I do hereby agree for myself and for my heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the

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Waltham, MA 02451
Tel. (781) 290 0060

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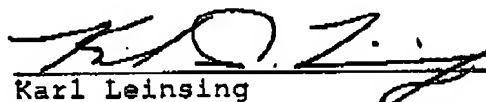
-2-

Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And I do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And I do hereby covenant for myself and for my legal representatives and agree with the Assignee that I have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed my right, title and interest in and to said inventions has not been otherwise encumbered by me, and that I have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the day and year hereinafter noted.

 12/15/03
Karl Leinsing

State of New Hampshire
County of Rockingham) ss.

Before me this 15th day of December, 2003,
personally appeared Karl Leinsing, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL


NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX34.ASN

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-34

APPENDIX VIII

ASSIGNMENT

We, Gregory E. Sancoff, Jack Robertson and Frederic P. Field, residing respectively at 120 Mill Road, North Hampton, NH 03862, 880 South Meriden Road, Cheshire, CT 06410 and 5 Woodland Road, North Hampton, NH 03862, having invented improvements in CONNECTOR ASSEMBLY FOR JOINING A GRAFT VESSEL TO A SIDE OF A TARGET VESSEL and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/667,845, filed 09/22/2003), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

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Waltham, MA 02451
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ONUX-93


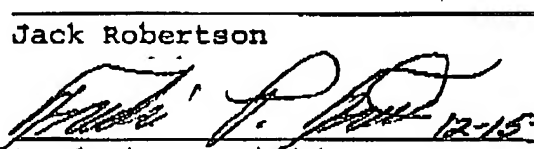
-2-

patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.


Gregory E. Sanborn
Jack Robertson

Frederic P. Field

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0080

ONUX-35

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State of New Hampshire)
County of Rockingham) ss.

Before me this 9th day of December, 2003,
personally appeared Gregory E. Sancoff, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Mun/andamw
NOTARY PUBLIC

My commission expires: April 18, 2010

State of _____)
County of _____) ss.

Before me this _____ day of _____, 2003,
personally appeared Jack Robertson, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of New Hampshire)
County of Rockingham) ss.

Before me this 15th day of December, 2003,
personally appeared Frederic P. Field, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Mun/andamw
NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX35.ASN

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-35

APPENDIX VIII

ASSIGNMENT

We, Gregory E. Sancoff, Jack Robertson and Frederic P. Field, residing respectively at 120 Mill Road, North Hampton, NH 03862, 980 South Meriden Road, Cheshire, CT 06410 and 5 Woodland Road, North Hampton, NH 03862, having invented improvements in CONNECTOR ASSEMBLY FOR JOINING A GRAFT VESSEL TO A SIDE OF A TARGET VESSEL and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/667,845, filed 09/22/2003), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

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Tel. (781) 290 0080

ONUX-38

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patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Gregory E. Sancoff



John C. Robertson 6/29/06
Jack Robertson JOHN C. ROBERTSON

Frederic P. Field

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 280 0060

ONUX-35

-3-

State of _____)
 County of _____) ss.

Before me this _____ day of _____, 2003,
 personally appeared Gregory E. Sancioff, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

State of Massachusetts)
 County of Middlesex) ss.

Before me this 29th day of June, 2004,
 personally appeared Jack Robertson, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

Mary Ann
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of _____)
 County of _____) ss.

Before me this _____ day of _____, 2003,
 personally appeared Frederic P. Field, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

NOTARY PUBLIC

My commission expires: _____

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 Waltham, MA 02451
 Tel. (781) 280 0060

ONUX-35

APPENDIX IXASSIGNMENT

We, Gregory E. Sancoff, Joseph A. DiCarlo, Frederic P. Field, Douglas A. Fogg and Charles H. Pugsley, Jr., residing respectively at 120 Mill Road, North Hampton, NH 03862, 2 Litchfield Road, Londonderry, NH 03053, 5 Woodland Road, North Hampton, NH 03862, 15 South Pleasant Street, Merrimac, MA 01860 and 31 Clark Circle, Pelham, NH 03076, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/441,652, filed 05/19/2003), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the

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 Waltham, MA 02451
 Tel. (781) 290 0060

ONUX-36

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Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

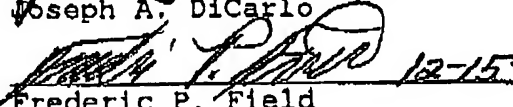
And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted

 12-9-03
Gregory E. Sencoff

 1-8-04
Joseph A. DiCarlo

 12-15-03
Frederic P. Field

 1-6-04
Douglas A. Fogg

 12/15/03
Charles H. Pugsley

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470 Totten Pond Road
Wellham, MA 02451
Tel. (781) 290 0060

ONUX-36

-3-

State of New Hampshire)
County of Rockingham) ss.

Before me this 9th day of December, 2003,
personally appeared Gregory E. Sancioff, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

M. M. M. M. M.
NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
County of Rockingham) ss.

Before me this 8th day of January, 2004,
personally appeared Joseph A. DiCarlo, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

M. M. M. M. M.
NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
County of Rockingham) ss.

Before me this 15th day of December, 2003,
personally appeared Frederic P. Field, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

M. M. M. M. M.
NOTARY PUBLIC

My commission expires: April 18, 2010

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470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 280 0060

ONUX-36

-4-

State of Massachusetts)
County of Essex) ss.

Before me this 6th day of January, 2004,
personally appeared Douglas A. Fogg, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Maurandini
NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
County of Rockingham) ss.

Before me this 15th day of December, 2003,
personally appeared Charles H. Pugsley, Jr., who is to me
personally known, and acknowledged the foregoing instrument to
be his/her free act and deed.

SEAL

Maurandini
NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX36.ASN

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470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-36

APPENDIX X

ASSIGNMENT

We, Joseph A. DiCarlo, Frederic P. Field, Douglas A. Fogg and Gregory E. Sancoff, residing respectively at 2 Litchfield Road, Londonderry, NH 03053, 5 Woodland Road, North Hampton, NH 03862, 15 South Pleasant Street, Merrimac, MA 01860 and 120 Mill Road, North Hampton, NH 03862, having invented improvements in SURGICAL SUTURING INSTRUMENT AND METHOD OF USE and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/440,805, filed 05/19/2003), for good and valuable consideration, receipt of which is hereby acknowledged from Onux Medical, Inc., a Delaware corporation having a place of business at 5 Merrill Drive, Hampton, NH 03842, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

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Waltham, MA 02461
Tel. (781) 290 0060

ONUX-37

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patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Joseph A. DiCarlo 1-8-04

Frederic P. Field 12-15-03

Douglas R. Fogg 1-6-04

Gregory D. Sankoff 12-9-03

Pandiscio & Pandiscio, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-37

-3-

State of New Hampshire)
 County of Rockingham) ss.

Before me this 8th day of January, 2004,
 personally appeared Joseph A. DiCarlo, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of New Hampshire)
 County of Rockingham) ss.

Before me this 15th day of December, 2003,
 personally appeared Frederic P. Field, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

State of Massachusetts)
 County of Essex) ss.

Before me this 6th day of January, 2004,
 personally appeared Douglas A. Fogg, who is to me personally
 known, and acknowledged the foregoing instrument to be his/her
 free act and deed.

SEAL

M. M. M. M. M.
 NOTARY PUBLIC

My commission expires: April 18, 2010

Pandiscio & Pandiscio, P.C.
 470 Totten Pond Road
 Waltham, MA 02451
 Tel. (781) 280 0080

ONUX-37

-4-

State of New Hampshire)
County of Rockingham) ss.

Before me this 9th day of December, 2003,
personally appeared Gregory E. Sancioff, who is to me personally
known, and acknowledged the foregoing instrument to be his/her
free act and deed.

SEAL

Marylandini
NOTARY PUBLIC

My commission expires: April 18, 2010

KT/ONUX37.ASN

Pandisalo & Pandisalo, P.C.
470 Totten Pond Road
Waltham, MA 02451
Tel. (781) 290 0060

ONUX-37

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